

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA

Fill in this information to identify your case:

|                            |                        |        |      |
|----------------------------|------------------------|--------|------|
| Debtor 1                   | <b>David White, II</b> |        |      |
|                            | Name: First            | Middle | Last |
| Debtor 2                   | <b>Rebecca Wolfe</b>   |        |      |
| (Spouse, if filing)        | Name: First            | Middle | Last |
| Case number:<br>(If known) | <b>19-81308</b>        |        |      |

Check if this is an amended plan ☐

Amends plan dated: \_\_\_\_\_

## Chapter 13 Plan

### Part 1 Notices

**To Debtor(s):** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules, administrative orders, and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies. Your failure to check a box that applies renders that provision ineffective.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the confirmation hearing, unless otherwise ordered. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is made. See Bankruptcy Rule 3015. In addition, a proper proof of claim must be filed in order to be paid under this plan.

The following matters may be of particular importance to you. Debtor(s) must check each box that applies. Debtor(s)' failure to check a box that applies renders that provision ineffective.

☐ The plan seeks to limit the amount of a secured claim, as set out in Part 3, § 3.2, which may result in a partial payment or no payment at all to the secured creditor.

☐ The plan requests the avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest as set out in Part 3, § 3.4.

☐ The plan sets out nonstandard provision(s) in Part 9.

### Part 2 Plan Payments and Length of Plan

**2.1 Debtor(s) will make regular payments to the trustee as follows:**

**\$450** per **Month** for **60** months

*Debtor(s) shall commence payments within thirty (30) days of the petition date.*

**2.2 Regular payments to the trustee will be made from future income in the following manner (check all that apply):**

- ☒ Debtor(s) will make payments pursuant to a payroll deduction. Debtor(s) request a payroll deduction be issued to:  
**Wayne Farms LLC**
- ☐ Debtor(s) will make payments directly to the trustee.
- ☐ Other (specify method of payment)

**2.3 Income tax refunds and returns. Check one.**

Debtor

**David White, II  
Rebecca Wolfe**Case number **19-81308**

Eff (01/01/2019)

- ☒ Debtor(s) will retain any income tax refunds received during the plan term.
- ☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee income tax refunds received during the plan term, if any.
- ☐ Debtor(s) will treat income tax refunds as follows:
- 
- ☐ Debtor(s) believe they are not required to file income tax returns and do not expect to receive tax refunds during the plan term.

**2.4 Additional Payment** *Check all that apply.*

- ☒ **None.** *If "None" is checked, the rest of § 2.4 need not be completed or reproduced.*

**2.5 Adequate Protection Payments**

Any adequate protection payments shall be made as part of this plan; see Part 3 or Part 9 for details. The secured creditor must file a proof of claim in order to receive payment. Unless otherwise ordered, adequate protection payments through the trustee shall be made as funds are available after the proof of claim is properly filed.

**Part 3 Treatment of Secured Claims****3.1 Maintenance of payments and cure of defaults, if any, on long-term secured debts.** *Check one.*

- ☒ **None.** *If "None" is checked, the rest of § 3.1 need not be completed or reproduced.*

**3.2 Request for valuation of security, claim modification, and hearing on valuation.** *Check one.*

- ☒ **None.** *If "None" is checked, the rest of § 3.2 need not be completed or reproduced.*

**3.3 Secured claims excluded from 11 U.S.C. § 506 and fully secured claims.** *Check one.*

- ☐ **None.** *If "None" is checked, the rest of § 3.3 need not be completed or reproduced.*
- ☒ The claims listed below:

1. were incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor(s), or
2. were incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value, or
3. are fully secured.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee as specified below. Unless otherwise ordered, the status and amount stated on a proof of claim or amended proof of claim controls over any contrary amount listed below as to the estimated amount of the creditor's total claim, but the interest rate is controlled by the plan.

The holder of any claim listed below will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328(a), at which time the lien will terminate and be released by the creditor.

| Name of Creditor      | Monthly Adequate Protection Payment | Estimated Amount of Creditor's Total Claim | Collateral             | Value of Collateral | Interest Rate | Monthly Fixed Payment to Creditor | Monthly Fixed Payment to Begin |
|-----------------------|-------------------------------------|--|------------------------|---------------------|---------------|-----------------------------------|--------------------------------|
| Colonial Auto Finance | \$20.00                             | \$5,974.00                                 | 2009 Dodge Caliber SXT | \$2,062.50          | 5.25%         | \$209.00                          |                                |
| Colonial Auto Finance | \$21.00                             | \$4,307.00                                 | 2003 Hyundai Santa Fe  | \$2,125.00          | 5.25%         | \$151.00                          |                                |
| Farmers Furniture     | \$15.00                             | \$1,189.00                                 | Furniture              | \$1,189.00          | 5.25%         | \$42.00                           |                                |

**3.4 Section 522(f) judicial lien and nonpossessory, nonpurchase-money ("Non-PPM") security interest avoidance.** *Check all that apply.*

☒ None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

### 3.5 Surrender of collateral. Check one.

☒ None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

## Part 4 Treatment of Fees and Priority Claims

### 4.1 General

Trustee's fees will be paid in full. Except as set forth in § 4.5, allowed priority claims also will be paid in full, without interest.

### 4.2 Chapter 13 case filing fee. Check one.

- ☒ Debtor(s) intend to pay the Chapter 13 case filing fee through the plan.  
☐ Debtor(s) intend to pay the Chapter 13 case filing fee directly to the Clerk of Court.

### 4.3 Attorney's fees.

The total fee requested by Debtor(s)' attorney is **\$3,500.00**. The amount of the attorney fee paid prepetition is **\$110.00**. The balance of the fee owed to Debtor(s)' attorney is **\$3,390.00**, payable as follows (check one):

- ☐ \$ at confirmation and \$ per month thereafter until paid in full, or  
☒ in accordance with any applicable administrative order regarding fees entered in the division where the case is pending.

### 4.4 Priority claims other than attorney's fees and domestic support obligations. Check one.

☒ None. If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

### 4.5 Domestic support obligations. Check one.

- ☐ None. If "None" is checked, the rest of § 4.5 need not be completed or reproduced.  
☒ Each of the allowed priority claim(s) listed below is based on a domestic support obligation that is owed to a domestic support obligation claimant (e.g., a former spouse or custodial parent) or based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid in full. Unless otherwise ordered, the amount of the creditor's priority claim listed on the proof of claim or amended proof of claim controls over any contrary amount listed below.  
☐ One or more of the allowed priority claim(s) listed below is based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C. § 1322(a)(4). This plan provision requires that payments in § 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Unless otherwise ordered, the amount of the creditor's priority claim listed on the proof of claim or amended proof of claim controls over any contrary amount listed below.

| Name of Creditor        | Estimated Amount of Claim to be Paid | Will Claim be Paid in Full?<br>(yes or no)?                         | Monthly Fixed Payment, if any, to Creditor | Monthly Fixed Payment, if any, to Begin |
|-------------------------|--------------------------------------|---|--|---|
| Tennessee Child Support | \$39.00                              | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |   |
| Christina Rizzuto       | \$0.00                               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |   |

## Part 5 Treatment of Nonpriority Unsecured Claims

### 5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata.

### 5.2 Percentage, Base, or Pot Plan. Check one.

- ☐ 100% Repayment Plan. This plan proposes to pay 100% of each allowed nonpriority unsecured claim.  
☐ Percentage Plan. This plan proposes to pay \_\_\_\_% of each allowed nonpriority unsecured claim.  
☐ Pot Plan. This plan proposes to pay \$\_\_\_\_, distributed pro rata to holders of allowed nonpriority unsecured claims.

Debtor

**David White, II**  
**Rebecca Wolfe**

Case number

**19-81308**

Eff (01/01/2019)

- ☒ Base Plan. This plan proposes to pay \$ **27,000.00** to the trustee (plus any tax refunds, lawsuit proceeds, or additional payments pursuant to §§ 2.3 and 2.4). Holders of allowed nonpriority unsecured claims will receive the funds remaining, if any, after disbursements have been made to all other creditors provided for in this plan

**5.3 Interest on allowed nonpriority unsecured claims not separately classified. Check one.**

- ☒ None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

**5.4 Maintenance of payments and cure of any default on long-term nonpriority unsecured claims. Check one.**

- ☒ None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

**5.5 Other separately classified nonpriority unsecured claims. Check one.**

- ☒ None. If "None" is checked, the rest of § 5.5 need not be completed or reproduced.

**Part 6 Executory Contracts and Unexpired Leases**

**6.1 The executory contracts and unexpired leases listed below are assumed, will be treated as specified, and any defaults cured. Check one.**

- ☒ None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**6.2 The executory contracts and unexpired leases listed below are rejected: Check one.**

- ☒ None. If "None" is checked, the rest of § 6.2 need not be completed or reproduced.

**Part 7 Sequence of Payments**

**7.1 Unless otherwise ordered, the trustee will make the monthly payments required in Parts 3 through 6 in the sequence of payments set forth in the administrative order for the division in which this case is pending.**

**Part 8 Vesting of Property of the Estate**

**8.1 Property of the estate will vest in Debtor(s) (check one):**

- ☒ Upon plan confirmation.  
☐ Upon entry of Discharge

**Part 9 Nonstandard Plan Provisions**

- ☒ None. If "None" is checked, the rest of Part 9 need not be completed or reproduced.

**Part 10 Signatures:**

**Signature(s) of Debtor(s) required.**

**Signature(s) of Debtor(s) (required):**

X /s/ David White, II  
David White, II

Date **May 10, 2019**

X /s/ Rebecca Wolfe  
Rebecca Wolfe

Date **May 10, 2019**

**Signature of Attorney for Debtor(s):**

X /s/ John C. Larsen

Date **May 10, 2019**

Chapter 13 Plan

Page 4 of 5

Debtor **David White, II**  
**Rebecca Wolfe**

---

Case number **19-81308**

---

Eff (01/01/2019)

**John C. Larsen**  
**1733 Winchester Road**  
**Huntsville, AL 35811**  
**256-859-3008**

Name/Address/Telephone/Attorney for Debtor(s):

**By filing this document, Debtor(s), if not represented by an attorney, or the Attorney for Debtor(s) certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in this district's Local Form, other than any nonstandard provisions included in Part 9.**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION

|                       |   |                         |
|-----------------------|---|-------------------------|
| In Re: David White II | ) |                         |
| SSN: XXX-XX-4346      | ) |                         |
| Rebecca Wolfe         | ) | Case No. 19-81308-CRJ13 |
| SSN: XXX-XX-4864      | ) | Chapter 13              |
|                       | ) |                         |
| Debtor(s)             | ) |                         |

**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the Chapter 13 Plan has been served upon all creditors listed on the matrix electronically or by depositing copies for the creditors listed below in the United States Mail, properly addressed and postage prepaid, on this the 10<sup>th</sup> day of May, 2019.

A copy was served electronically on Michele Hatcher, Chapter 13 Trustee, on this the 10<sup>th</sup> day of May, 2019.

/s/ John C. Larsen

Label Matrix for local noticing  
1126-8  
Case 19-81308-CRJ13  
NORTHERN DISTRICT OF ALABAMA  
Decatur  
Fri May 10 14:20:58 CDT 2019

Aaron's Rental  
629 US-Hwy 72 W.  
Athens, AL 35611-4211

America's Car-Mart INC  
PO BOX 2580  
Bentonville, AR 72712-7701

Cash Express, LLC  
345 South Jefferson Avenue, Suite 300  
Cookeville, TN 38501-3456

Covington Credit/smc  
150 Executive Center Drive  
Greenville, SC 29615-4505

(p)FARMERS FURNITURE  
ATTN CORPORATE CREDIT DEPT  
PO BOX 1140  
DUBLIN GA 31040-1140

Fingerhut  
P.O. Box 70283  
Philadelphia, PA 19176-0283

Huntsville Emergency Physicians Group  
c/o Franklin Collection Service  
PO Box 3910  
Tupelo, MS 38803-3910

LVNV Funding/Resurgent Capital  
Attn: Bankruptcy  
Po Box 10497  
Greenville, SC 29603-0497

Medical Data Systems Inc  
Attn: Bankruptcy Dept  
2001 9th Ave Ste 312  
Vero Beach, FL 32960-6413

U. S. Bankruptcy Court  
400 Well Street  
P. O. Box 2775  
Decatur, AL 35602-2775

Advance America  
1820 6th Ave SE  
Decatur, AL 35601-6044

Autovest, L.L.C.  
P O Box 2247  
Southfield, MI 48037-2247

Charter Spectrum  
12405 Powerscourt Dr., Suite 100  
Saint Louis, MO 63131-3673

Credit Central  
10963 Kingston Pike  
Knoxville, TN 37934-2932

Farmers Home Furniture-Moulton, AL  
Attn: Corporate Credit Department  
P.O. Box 1140  
Dublin, GA 31040-1140

Franklin Collection Service, Inc.  
Attn: Bankruptcy  
Po Box 3910  
Tupelo, MS 38803-3910

I C System Inc  
Attn: Bankruptcy  
P.O. Box 64378  
St. Paul, MN 55164-0378

Lawrence Medical Center  
202 Hospital St  
Moulton, AL 35650-1254

Online Collections  
Attn: Bankruptcy  
Po Box 1489  
Winterville, NC 28590-1489

AT&T  
One AT&T Way  
Bedminster, NJ 07921-2694

Advance America, Cash Advance Centers of AL,  
135 North Church Street  
Spartanburg, SC 29306-5138

Caine & Weiner  
Attn: Bankruptcy  
5805 Sepulveda Blvd  
Sherman Oaks, CA 91411-2546

Colonial Auto Finance  
Attn: Bankruptcy  
802 Se Plaza Ave, Ste 200  
Bentonville, AR 72712-3220

(p)DIRECTV LLC  
ATTN BANKRUPTCIES  
PO BOX 6550  
GREENWOOD VILLAGE CO 80155-6550

Fin Accts Sv  
8300 Kingston Pike  
Knoxville, TN 37919-5449

Hunter Warfield  
Attention: Bankruptcy  
4620 Woodland Corporate Blvd  
Tampa, FL 33614-2415

LVNV Funding, LLC  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

MRS BPO  
Attn: Bankruptcy  
1930 Olney Ave  
Cherry Hill, NJ 08003-2016

Service Loan  
909 6th Avenue SE Suite C  
Decatur, AL 35601-3966

Snap Financial  
PO Box 26561  
Salt Lake City, UT 84126-0561

State of Tennessee Department of Human Servi  
103 S Main  
Fayetteville, TN 37334-3057

Sun Loan Company  
2222 6th Ave Se  
Decatur, AL 35601-6512

Tennessee Child Support  
Department of Human Services  
400 Deadrick Street  
Nashville, TN 37243-1403

Transworld Systems Inc  
Attn: Bankruptcy  
500 Virginia Dr Ste 514  
Fort Washington, PA 19034-2707

Wakefield & Associates  
Attn: bankruptcy  
7005 Middlebrook Pike  
Knoxville, TN 37909-1156

David White II  
23582 Slate Rd. Lot E  
Athens, AL 35614-6385

John C. Larsen  
Larsen Law, P.C.  
1733 Winchester Rd  
Huntsville, AL 35811-9190

Michele T. Hatcher  
Chapter 13 Trustee  
P.O. Box 2388  
Decatur, AL 35602-2388

Rebecca Wolfe  
23582 Slate Rd. Lot E  
Athens, AL 35614-6385

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Direct TV  
2230 East Imperial Hwy  
El Segundo, CA 90245

Farmers Furniture  
Attn: Bankruptcy Department  
Po Box 1140  
Dublin, GA 31040

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d) I C System Inc  
Attn: Bankruptcy  
Po Box 64378  
St Paul, MN 55164-0378

|                     |    |
|---------------------|----|
| End of Label Matrix |    |
| Mailable recipients | 39 |
| Bypassed recipients | 1  |
| Total               | 40 |